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# CONSTRUCTION & PROFESSIONAL SERVICES MANUAL – 2004

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## CHAPTER 2: TERMS & DEFINITIONS

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### SECTION 201.0 GENERAL

This chapter is designed to acquaint Agencies and A/Es with terminology, symbols, acronyms and abbreviations customarily used in the procurement of construction and professional services and in the execution of the Commonwealth of Virginia's Capital Outlay Program. Definitions are taken from the *Code of Virginia*, the General Conditions of the Construction Contract and general customs and practices associated with state construction industry and professional service contracts.

### SECTION 202.0 DEFINITIONS

Whenever used in the **Manual**, including their appendices and the standard forms, the following terms have the meanings indicated, which apply to both the singular and plural and the male and female gender thereof:

**Addendum:** Written or graphic instruments issued prior to the opening of bids that clarify, correct or change the bidding documents.

**additional service:** A service that the Owner/Agency includes in the A/E's Scope of Work as part of the Work under the A/E Contract but which service is not included in the A/E Basic Services as described in the **Manual**. Compensation for the additional services is included in the fee negotiations prior to signing the contract and is, therefore, included in the A/E Contract.

**Advertisement:** The term commonly used to describe the public announcement or "Notice" of the availability of the Invitation For Bids (i.e. bid documents or IFB) or Request For Proposal (RFP) made by publishing a notice in the public Internet procurement Web site designated by the Department of General Services [i.e. Virginia Business Opportunities (VBO)] and by "Posting the Notice" (*Code of Virginia*, §2.2-4300 et seq).

**A/E Contract:** The Form of Agreement (CO-3, CO-3.1, CO-3.2) and any documents expressly incorporated therein. Such incorporated documents customarily include Chapter 3 of this Manual, the Memorandum of Understanding and all modifications, including subsequent Change Orders.

**A/E Manual:** The **A/E Manual** shall consist of the **Construction & Professional Services Manual – 2004 (called the Manual)**, **Chapters 1 thru 10 including Appendices A thru Z**, and all revisions thereto, and which shall be incorporated into the Contract in their entirety except as amended or superseded in the Contract or an addendum thereto.

**Agency:** Any of the departments, agencies and institutions of the Commonwealth of Virginia, including state-supported institutions of higher education; also referred to as the "Owner" in the Contract Documents.

**Agency Contracting Officer:** The person designated in writing by the Agency Head as being delegated authority to award and sign contracts, change orders and other documents related to a capital outlay project for the Agency. May also be called the Chief Facilities Officer.

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**Agency Manual:** The short term used for the **Construction & Professional Services Manual – 2004 (called the Manual), Chapters 1 thru 17 including Appendices A thru Z**, and all revisions thereto. Also called the **Manual**.

**Architect:** An individual licensed to practice in the Commonwealth of Virginia as an architect by the Architects, Professional Engineers, Land Surveyors, Certified Interior Designers and Landscape Architects (APELSCIDLA) Board of the Department of Professional and Occupational Regulation. “Architect” may also be used to refer to a firm of such individuals which is properly licensed in Virginia. Also referred to as the A/E.

**Art and Architectural Review Board (AARB):** The Review Board appointed by the Governor to advise and provide counsel to the Governor as to the artistic merit of fixtures, structures, construction on state property, and works of art.

**Architect/Engineer (A/E):** The term used to refer to the architect and/or engineer who contracts with the Owner to provide the architectural and/or engineering services for a Project. The A/E is a separate contractor and is not an agent of the Owner. This term also includes any associates or consultants employed by the A/E to assist the A/E in providing services.

**A/E Change Order:** A document (CO-11a/e) issued on or after the effective date of the Contract (CO-3) agreed to by the A/E and approved by the Owner that authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract price and/or the Contract time. A Change Order, once signed by all parties, is incorporated into and becomes part of the Contract.

**Association:** As applied to architects or engineers, this term shall mean a legal entity formed by several architects and/or engineers who have associated together for the purposes of working as a unit on a specific project. The Association may take the form of a partnership, joint venture, corporation, etc.

**BCOM:** The acronym used to refer to the Bureau of Capital Outlay Management, part of the Virginia Department of General Services, Division of Engineering and Buildings.

**Beneficial Occupancy:** The condition after substantial completion but prior to final completion of the project at which time the Project, or portion thereof, is sufficiently complete and systems operational such that the Owner could, after obtaining necessary approvals and certificates, occupy and utilize the space for its intended use. Guarantees and warranties applicable to that portion of the work begin on the date the Owner accepts the Project, or a portion thereof, for such Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions or by separate agreement.

**Bid:** The offer provided by the bidder submitted on the prescribed form and setting forth the bidder’s price(s) for the Work to be performed.

**Building:** Any roofed or occupiable structure.

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**Building Committee:** The group constituted by the Agency in accordance with the requirements of Chapter 16 of the **Manual** and with the authority and purpose as set forth in Chapter 16 including interviewing and selecting A/E's for the planning and design of construction projects and other professional services required by the Agency.

**Building Official:** The Building Official for all buildings on state property (i.e. all buildings on state property excluding non-occupiable buildings, bridges and structures in the VDOT right-of-way) is the Director of the Division of Engineering and Buildings, Department of General Services. The Building Official's duties, responsibilities and authority generally conform to those described in the Uniform Statewide Building Code (*Code of Virginia*, § 36-98.1).

**Capital Project:** As used in the **Manual**, "Capital Project" means the acquisition or proposed acquisition of property, including any improvements thereto, a new construction project or improvements to state-owned property, a renovation, maintenance or repair project, an equipment acquisition or improvements to state-leased property that are financed by public funds, any of which meets the criteria in Chapter 14 of the **Manual**.

**Change Order:** A document (CO-11) issued on or after the effective date of the Contract (CO-9) agreed to by the Contractor and approved by the Owner that authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract price and/or the Contract time. The term "Change Order" shall also include written orders to proceed issued pursuant to Section 38 (a) (3) of the General Conditions of the Construction Contract, CO-7. A Change Order, once signed by all parties, is incorporated into and becomes part of the Contract.

**Chief Facilities Officer:** The person designated in writing by the Agency Head as being delegated authority to award and sign contracts, change orders and other documents related to a capital outlay project for the Agency. May also be called the Contracting Officer.

**Code of Virginia:** 1950 *Code of Virginia* as amended, Virginia's codified statutes. Sections of the *Code of Virginia* are referred to herein as § xx-xx.

**Competitive Negotiations:** A method of Contractor selection that includes the following two elements (*Code of Virginia*, § 2.2-4301):

- a. Issuance of a written Request for Proposal (RFP) indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the Contractor.

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- b. Public notice of the RFP at least ten (10) days prior to the date set for receipt of the proposal by posting in a public area normally used for posting of public notices and by publication on the public Internet procurement Web site designated by the Department of General Services [i.e Virginia Business Opportunities (VBO)].

**Competitive Sealed Bidding:** A method of contractor selection that includes the following elements (*Code of Virginia*, § 2.2-4301):

- a. Issuance of a written Invitation to Bid (IFB) containing or incorporating by reference the specifications and contractual terms and conditions applicable to the procurement.
- b. Public notice of the IFB at least ten (10) days prior to the date set for receipt of bids by posting in a designated public area and by publication of the public announcement or “Notice” of the availability of the Invitation For Bids (i.e. bid documents or IFB) on the public Internet procurement Web site designated by the Department of General Services [i.e Virginia Business Opportunities (VBO)]. Bids may be solicited solely from Contractors who have prequalified. (*Code of Virginia*, § 2.2-4317.). In addition, bids may be solicited directly from potential contractors. Any additional solicitations shall include businesses selected from a list made available by the Department of Minority Business Enterprise.
- c. Public opening and announcement of all bids received.
- d. Evaluation of bids based upon the requirements set forth in the invitation.
- e. Award to the lowest responsive and responsible bidder.
- f. Competitive sealed bidding shall not be used for procurement of Professional Services as defined in this **Manual**.

**Construction:** As used in this **Manual**, includes new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities owned or to be acquired by the Commonwealth, including any draining, dredging, excavation, grading or similar work upon real property.

**Construction Administration (CA):** As used in this Manual, this term means non-professional services provided under a contract with the Owner which generally includes inspection of the Work, coordinating testing services contracts procured by the Owner, reviewing change orders and schedule submittals from the Contractor, and providing other construction period services for the benefit of the Owner. The **Construction Administrator** is the entity responsible to the Owner for providing these services to assure compliance with the Contract Documents but is not responsible under the CA Contract for providing the Work. The Owner may use an employee to perform construction administration services.

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**Construction Management (CM):** As used in this Manual, this term means services provided under contract with the Owner, which generally include coordinating and administering construction contracts for the benefit of the Owner, but may also include, if provided in the contract, furnishing construction services to the Owner. Agencies must obtain approval from the Director of the Division of Engineering and Buildings to utilize Construction Management procedures for construction. See Chapter 11, Section 1102 of the **Manual** for further descriptions. The Construction Manager has direct responsibility and liability to the Owner for performing the Work as described by the Contract Documents. Also called the CM/GC, or the ‘Contractor’ for the CM project.

**Consultant:** An individual or firm with professional expertise engaged to render a specific service in connection with a project.

**Contract Administration:** The duties and responsibilities normally performed by the A/E as his construction phase services during the construction phase of a project.

**Contract Completion Date:** The date by which the construction Work must be substantially complete. The Contract Completion Date is customarily set forth in the Contract (CO-9) based on Notice to Proceed and the Time for Completion. In some instances, however, the Contract contains a mandatory Contract Completion Date, which date shall have been stated in the Invitation for Bid.

**Contract Documents:** As used in this Manual and General Conditions of the Construction Contract (CO-7), this term shall mean the Contract (CO-9) and any documents expressly incorporated therein. Such incorporated documents customarily include the bid submitted by the Contractor, the General Conditions of the Construction Contract, any Supplemental General Conditions, any Special Conditions, the plans and specifications, and all modifications, including addenda and subsequent change orders.

**Contract Price:** The total compensation stated in the Contract, as modified by Change Orders, payable to Contractor for performing the work set forth in the Contract Documents.

**contractor:** A generic term used to indicate a person, firm or corporation with who has entered into a contract agreement to perform work or provide a service. As used in the Manuals with respect to a capital outlay project, the contractor for the professional services is referred to as the Architect/Engineer or A/E. The contractor for the construction related work is referred to as the Contractor.

**Contractor:** As used in the Manuals and the Standard Forms, “Contractor” means the specific person or firm with whom the Owner has contracted to do the Work described in the Contract Documents for that undertaking. On a Design Build project, the Design Builder is the ‘Contractor’. On a Construction Management project, the CM or CM/GC is the ‘Contractor’

**Cure Notice:** A notice, either oral or in writing, that informs the contractor that he or she is in default and states what the contractor has to do to correct the deficiency. If the notice is oral it shall be confirmed in writing.

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**Day(s):** Calendar day(s), unless otherwise noted.

**DEB:** The acronym used to refer to the Division of Engineering and Buildings of the Virginia Department of General Services.

**Defective:** An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, deficient, does not otherwise conform to the Contract Documents, does not meet the requirements of applicable inspections, standards, tests or approvals referred to in the Contract Documents, or has been damaged prior to the A/E's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion or Beneficial Occupancy).

**Design-Build (DB):** A contract between a public body (the Owner) and another party in which the other party agrees to both design and build the structure, roadway or other item specified in the Contract. Agencies must obtain approval from the Director of the Division of Engineering and Buildings to utilize Design-Build procedures for construction, except as provided for under *Code of Virginia*, § 2.2-4306 and CPSM Section 1101.

**“Design-not-to-exceed” Cost:** The Project construction cost established in the A/E's contract and accepted by the A/E as the ceiling for the estimated construction cost of the Project the A/E is engaged to design.

**DGS:** The acronym used to refer to the Virginia Department of General Services.

**DPB:** The acronym used to refer to the Virginia Department of Planning and Budget.

**Drawing:** A page or sheet of the Plans which presents a graphic representation, usually to scale, showing technical information, design, location, and dimensions of the various elements of the Work in sufficient detail for the Building Official to determine code compliance. Graphic representations include, but are not limited to, plan views, elevations, transverse and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables and/or pictures.

**Emergency:** Any unforeseen situation, combination of circumstances or a sudden occurrence or state resulting therefrom that poses imminent danger to health, life or property and which usually demands immediate action.

**Engineer:** A person who is qualified and licensed to practice engineering in Virginia as a Professional Engineer by Architects, Professional Engineers, Land Surveyors, Certified Interior Designers and Landscape Architects (APELSCIDLA) Board of the Department of Professional and Occupational Regulation, also referred to as the A/E. “Engineer” may also be used to refer to a firm of such individuals which is properly licensed in the Commonwealth of Virginia.

**Equal:** Any other brand, make or manufacturer of a product, assembly or equipment that, in the opinion of the A/E, is equivalent to that specified, considering quality, capabilities, workmanship,

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configuration, economy of operation, useful life, compatibility with design of the work and suitability for the intended purpose, and which is accepted as such by the Owner.

**Equipment:** A tangible resource, such as machinery, articles or apparatus, of a permanent or long-term nature, used in an operation or activity.

**eVA:** Electronic procurement in VA. The eVA home page address is [www.eva.state.va.us](http://www.eva.state.va.us).

**extra service:** A service which the Owner/Agency tasks the A/E to provide **after the Contract has been signed** and which was not included in the Basic Services or in the additional services as described in the A/E Contract. Extra services, and the compensation therefore, are authorized by a modification to the A/E Contract using the A/E Change Order, CO-11 a/e.

**FAACS:** The Fixed Asset Accounting and Control System of the Virginia Department of Accounts. As used herein, the real estate subsystem of FAACS.

**Facility:** A structure or group of structures, including all buildings and other improvements thereto, which is built, installed or established to serve a particular purpose.

**Field Order:** A written order issued by the A/E which clarifies or explains the Plans, the Specifications, or any portion or detail therein, without changing the design, the Contract Price, the Time for Completion or the Contract Completion Date.

**Final Completion Date:** The date of the Owner's acceptance of the Project from the Contractor upon confirmation from the A/E by a CO-13.1 and the Contractor by a CO-13.2 that the Project is totally completed in accordance with the Contract Documents. Procedures for determining Final Completion are set forth in Section 44 of the General Conditions of the Construction Contract (CO-7).

**Float:** The excess time included in a construction schedule to accommodate such items as inclement weather and associated delays, equipment failures, and other such unscheduled events. It is the contingency time associated with a path or chain of activities and represents the amount of time by which the early finish date of an activity may be delayed without impacting the critical path and delaying the overall completion of the project. Any difference in time between the Contractor's approved early completion date and the Contract Completion Date shall be considered a part of the project float.

**Float, Free:** "Free float" is defined as the time by which an activity may be delayed or lengthened without impacting upon the start day of any activity following in the chain.

**Float, Total:** "Total float" is defined as the difference (in days) between the maximum time available within which to perform an activity and the duration of that activity. It represents the time by which an activity may be delayed or lengthened without impacting the Time for Completion or the Contract Completion Date.

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**General Conditions (GC):** The General Conditions of the Construction Contract, G.S. Form E&B CO-7, latest edition. Also the General Conditions of the Design Build Contract, G.S. Form E&B CO-7DB for use with design build contracts.

**Goods :** Material, equipment, supplies, printing, and automated data processing hardware and software.

**Improvements:** Work necessary to accomplish a specific purpose and produce a complete and usable improvement to an existing facility or structure, including the associated architectural and other technical services and fixed equipment installed and made part of the facility or structure, as well as any site development. Improvements include:

- a. alteration of interior space arrangement and other physical characteristics, such as utilities, so that it may be more effectively used for its present designated functional purpose;
- b. conversion of interior arrangement and other physical characteristics, such as utilities and fixed equipment installed on and made a part of the facility or structure so that it may be effectively utilized for a new functional purpose;
- c. renovation of most or all of a facility or structure, or an existing mechanical system for the purpose of modernizing the use or capability of such asset in order that it may be effectively utilized for its designated functional purpose or to comply with current code requirements;
- d. restoration of a facility or structure to the maximum extent possible to its former or original state (historic property);
- e. relocation from one site to another of a facility or structure either intact or by disassembly and subsequent reassembly; and
- f. major repair to restore a facility, mechanical system or utility system to such a condition that it may continue to be appropriately and effectively utilized for its designated purpose by overhaul, reprocessing or replacement of parts or materials which have deteriorated by action of the elements or wear and tear in use.
- g. demolition to remove a building or facility either for land clearance or to make land available for new capital use.

**Informality:** A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or Request for Proposal that does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured. (*Code of Virginia*, § 2.2-4301)

**Invitation For Bids (IFB):** A formal solicitation to the public including the Notice, Instructions To Bidders, Bid Form, General Conditions, Supplemental General Conditions, Special Conditions, Forms to be used, the Plans and Specifications, and any other documents listed in the Specifications, all of which request qualified bidders to submit competitive prices or bids for providing the described work on a project. The IFB is the “Invitation to Bid” required by *Code of Virginia*, § 2.2-4301.



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**Landscape Architect:** An individual certified by the Commonwealth of Virginia as a ‘Certified Landscape Architect’ by the APELSLA Board of the Department of Professional and Occupational Regulation. The Certified Landscape Architect may function as a project manager and may be the prime professional on those projects where the preponderance of the work is represented by the application of the principles and methodology of landscape architecture in consultation, evaluation, planning (including the preparation and filing of sketches, drawings, plans and specifications) and responsible supervision or administration of contracts relative to projects principally directed at the functional and aesthetic use of land.

**Liquidated Damages:** See Section 43 of the General Conditions of the Construction Contract (CO-7). As used in this Manual, the term “Liquidated Damages” generally means a predetermined and fixed amount of money per period of time as stated in the Contract Documents and which will be charged to the Contractor as a measure of damages for delay suffered by the Owner due to failure of the Contractor to substantially complete, or finally complete, the Project/Work by the date or time established in the Contract Documents.

**Maintenance Prevention:** A technique embracing reliability engineering and maintenance experience and directed at preventing potential design defects that would ultimately inhibit proper operation and maintenance of new equipment, buildings, and property components. Design deficiencies are identified, mitigated or eliminated through careful maintenance oriented review of the design document prior to purchase, construction, or installation. “Maintenance Prevention” is influenced heavily by life cycle cost considerations.

**Maintenance Reserve Project:** A single effort undertaking which involves major repair or replacement to plant, property or equipment, normally costing from \$25,000 to \$500,000. Examples of such projects include:

- (1) repair or replacement of damaged or inoperable equipment such as elevators, furnaces, plumbing fixtures, air conditioning and ventilation equipment.
- (2) repair or replacement of components of a plant such as masonry, ceilings, floor, floor coverings, roofs, sidewalks, parking lots, exterior lighting, boilers, and air conditioners;
- (3) repair or replacement of existing utility systems, such as electrical, water and sewer, heating & cooling. When replacement of components of utility systems is required (e.g. transformers, distribution panels, cables, etc.), new components should be sized to account for future growth if the existing components are operating at or near capacity.
- (4) correction of deficiencies in property and plant that are required to conform with building and safety codes or those regulations associated with hazard corrections, including asbestos hazards when incidental to repair/maintenance.
- (5) correction of problems resulting from erosion and drainage.

**Memorandum of Understanding (MOU):** A document signed by both the A/E and the Owner that formalizes the details of the fee negotiations, the scope of work, the A/E schedule, and other items agreed to during negotiations. The terms of the MOU are more project specific,

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supplementing and/or clarifying the requirements of the A/E Contract in terms of the particular project. However, the MOU does not supersede nor take precedence over the requirements of the **A/E Manual** unless such change has been approved in writing by the Director of the Division of Engineering and Buildings or his designee and such written approval is attached to the MOU.

**Minority-owned/controlled Business:** A business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons include, but are not limited to, Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.

**New Construction:** The building of a new structure, facility or improvement (including utilities) on a site. A new construction project is a single undertaking involving construction applicable to one or more facilities, including all work necessary to accomplish a specific purpose and produce a complete and usable new facility, all associated architectural and other technical services, all installed equipment, site development and any improvements. New construction includes:

- (1) construction of a new plant including the erection, installation, assembly of a new facility or structure, utility system, or site work;
- (2) addition, expansion, or extension to a structure which adds to the overall exterior dimension of the plant; structure
- (3) complete replacement of a structure or facility that because of age, hazardous conditions, obsolescence, structural and building safety conditions or other causes is beyond the point where it may be economically repaired/renovated and can no longer be used for its designated purpose.

**Nonprofessional Services:** Any services not specifically identified as professional services in the definition of professional services. (*Code of Virginia*, § 2.2-4301)

**Notice:** All written notices, including demands, instructions, claims, approvals and disapprovals, required or authorized under the Contract Documents. Written notice by either party to the Contract shall be sufficiently given by any one or combination of the following: (1) delivered in hand at the last known business address of the person to whom the notice is due; (2) delivered in hand to the person's authorized agent, representative or officer wherever they may be found; or (3) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a U.S. Postal Service official or mailbox. Notice is effective upon such delivery. Notice shall also mean the Notice of Invitation for Bids included in the IFB.

**Notice of Award:** The written notification by Owner to the apparent successful bidder notifying the bidder that it has been awarded the contract, pending the submittal and execution of all documents required in the IFB.

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**Notice of Intent to Award:** The written public posting by Owner announcing the apparent successful bidder and notifying the bidder and all other bidders that the Owner intends to award the contract to the apparent successful bidder pending completion of the verification that it is a Responsible Bidder and the receipt and acceptance of all executed documents required in the IFB.

**Notice to Proceed:** A written notice by the Owner to the Contractor (with a copy to A/E) fixing the date on which the Contract time will commence for the Contractor to begin the prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed will customarily identify a Contract Completion Date.

**Owner:** For purposes of the Manuals, “Owner” shall mean the public body, i.e., agency, institution, or department, with whom the Contractor or the A/E has entered into a contractual agreement and for whom the Work or services will be provided, also referred to as “Agency.”

**Performance Specification:** A specification which generally describes the characteristics of the article required, e.g. the style, type, quality, character, economy of operation and purpose to be served by the article and the results required of the article provided. It does not restrict bidders to the specific brand, make, or manufacturer, nor does it tell the Contractor how to achieve the required result.

**Person:** Any individual, corporation, partnership, association, company business, trust, joint venture or other legal entity.

**Plans :** The group or set of project-specific drawings included in the Contract Documents.

**Pre-bid Conference:** A meeting of interested, prospective bidders held by the Owner, usually with the assistance of the A/E, prior to the receipt of bids in which comments or questions concerning specifications or other provisions in the IFB or RFP can be received and considered (*Code of Virginia*, § 2.2-4316). Any response shall be in writing and distributed to all who requested/received the IFB and RFP.

**Prequalification of Bidders:** The process by which the qualifications and credentials of potential bidders may be evaluated for particular types of services or construction in accordance with criteria established in writing and sufficiently in advance of their implementation to allow interested persons or firms a fair opportunity to complete the process (§ 2.2-4317, *Code of Virginia*).

**Professional Services:** For the purposes of the Manuals, services provided by a licensed professional within the scope of the practice of accounting, architecture, land surveying, landscape architecture, or professional engineering.

**Project:** The term used to represent the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the design services by the A/E and the construction “Work” performed by the contractor pursuant to the Contract documents.

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**Project Inspector:** One or more persons employed by the Owner to inspect the Work for the Owner and/or to document and maintain records of activities at the worksite to the extent required by the Owner. The Owner shall notify the Contractor in writing of the appointment of such Project Inspector(s).

**project manager:** The generic designation of the representative of an Owner, an A/E or a Contractor or others through whom written decisions and notices are generally conveyed.

**Project Manager:** As used in the Manuals, the “Project Manager” shall be the Owner’s designated representative for the Project.

**Proprietary:** An adjective used to describe a product or piece of equipment which is manufactured under some exclusive right but which is available to subcontractors from multiple vendors or suppliers; (e.g. a product or piece of equipment which is specified by a single brand name and model number and which is available to bidders from more than one source, but for which no “Equal” is permitted.)

**Provide:** As used herein and in the Contract Documents, “Provide” shall mean to supply, to furnish and to install complete with all accessories, parts and/or services to be ready for its intended use.

**Real Estate:** Any land and improvements including all rights and interest (i.e., leasehold, easements, permission, licenses, allotments, minerals, remainder or any other interest).

**Request for Proposal (RFP):** A written public notification by the Owner soliciting proposals for professional, nonprofessional, or contractor services. The RFP generally describes the services sought, the unique capabilities or qualifications needed to perform the work, factors to be used to evaluate proposals and the conditions for negotiating prices and terms with the offerers (*Code of Virginia*, § 2.2-4301).

**Responsible Bidder:** A bidder who has the capability, in all respects, to perform fully the Contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required (*Code of Virginia*, § 2.2-4301).

**Responsive Bidder:** A person or firm who has submitted a bid which conforms in all material respects to the Invitation to Bid (*Code of Virginia*, § 2.2-4301).

**Sealed Bid:** A bid which has been submitted in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission and opening of all bids.

**Services:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials, or supplies (*Code of Virginia*, § 2.2-4301).

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**Shop Drawings:** The drawings, diagrams, illustrations, schedules, installation descriptions and other data prepared by or for the Contractor to provide detailed information for the fabrication, location, erection, installation, connection and methodology associated with the Work. Shop drawings are intended to aid in the preparation and installation of materials and to ascertain that the materials proposed by the Contractor conform to the requirements of the Contract Documents.

**Small Business:** As used in this **Manual** for procurement and reporting of Small Business, Women Owned Businesses and Minority Owned Businesses, Small Business shall mean a Corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has fewer than 100 employees and the **average gross annual receipts** for the preceding three years **is less than \$2,500,000**.

**Sole Source:** A product, item of equipment, service or combination of these which is available from only one manufacturer, vendor or provider in an area to the exclusion of others (e.g. within the constraints of the particular Project, whether geographic, time, material or other). If products, equipment or services are franchised to only one vendor in an area, the vendor would be considered a Sole Source for such products, equipment or services specified for this project.)

**Special Conditions:** That part of the Contract Documents which describes special or additional requirements or procedures applicable to the particular project. The Special Conditions do not amend or supersede the General Conditions.

**Specifications:** Those portions of the Contract Documents containing the General Conditions as well as written technical descriptions of materials, equipment, construction systems, standards and workmanship describing the proposed Work in sufficient detail for the Contractor to perform the Work and providing sufficient information for the Building Official to determine Code Compliance.

**Subcontractor:** An individual, partnership or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work. The Subcontractor may include any person who provides on-site labor but does not include any person who only furnishes or supplies materials for the project.

**Submittals:** As used in the construction Contract Documents, shall mean all shop drawings, illustrations, brochures standard schedules, performance charts, and other data required by the Contract Documents which are specifically prepared by or for the Contractor to illustrate some portion of the Work and which are submitted to the A/E for review to assure conformance with the requirements of the Contract Documents. As used in the Professional Services Contract, shall mean the drawings, specifications, cost estimates, schemes and other documents required by Chapter 8 of the Manual to be submitted by the A/E to the Owner for review and/or approval.

**Substantial Completion:** The date on which the project (or a specific part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the project (or the specific part thereof) can be utilized by the Owner for the purposes for which it is intended. The Owner, at its

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sole discretion, may request approval from the Building Official for state buildings to take Beneficial Occupancy at this time or may choose to wait until final completion to occupy.

**Substitute:** A material, product, equipment, or assembly that deviates from the requirements of the Contract Documents but which the Contractor deems will perform the same function and have equal capabilities, service life, economy of operation, and suitability for the intended purpose. The proposal must include any cost differentials proposed. Any such proposed substitute must be submitted to the A/E for review and, if acceptable to the A/E and the Owner, incorporated into the Contract by Change Order.

**Supplemental General Conditions:** The part of the Contract Documents which amends or supplements the General Conditions of the Construction Contract, CO-7.

**Supplier:** A manufacturer, fabricator, distributor, material provider or vendor who provides material for the project but does not provide on-site labor.

**Time for Completion:** That number of consecutive calendar days following receipt of a Notice to Proceed that the Contractor has in which to substantially complete everything required of it by the Contract. The time for completion is usually set out in the IFB. When the Notice to Proceed is issued, it states a Contract Completion Date which has been set by the Owner based on the Time for Completion.

**Unit Price Work:** Work to be paid for on the basis of established unit prices for the quantity of material provided or work done.

**Unsealed Bid:** An unsealed written offer conveyed by U.S. Mail, commercial courier service, facsimile, e-mail, or other means. The bids are normally opened and recorded when received.

**USBC:** The Uniform Statewide Building Code adopted by the Virginia Department of Housing and Community Development (DHCD) in conformance with the *Code of Virginia*, § 36-98 (Also referred to as the VUSBC).

**VBO:** The acronym used to refer to the Virginia Business Opportunities weekly publication, published by the Department of General Services, Division of Purchases and Supply in electronic form. Also called eVA or electronic VA procurement

**VCCO:** The acronym used to refer to a state employee who has completed the necessary training and testing by the Bureau of Capital Outlay Management, Division of Engineering and Buildings in state procurement law, policy and procedures and who has been awarded the designation of Virginia Construction Contracting Officer (VCCO). Where used in this Manual, the VCCO functions are related to the following: receipt of bids, opening of bids, review of the bids, and signing the CO-8 recommending award of the contract to the successful bidder.

**VPPA:** The Virginia Public Procurement Act, §2.2-4300 thru 2.2-4377, *Code of Virginia* as amended

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**Woman-owned/controlled Business:** Business enterprise at least 50 percent of which is owned by females or in the case of a publicly owned business at least 51 percent of the stock of which is owned by females.

**Work:** All labor, materials, equipment and other services necessary to perform the complete services, or any separate identifiable part thereof, or to provide the complete product required by the Contract. In construction, Work includes, but is not limited to, performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction to provide the entire completed construction, or the various separately identifiable parts thereof, as required by the Contract Documents.